

# West County EMS and Fire Protection District Training Agreement

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between WEST COUNTY EMS AND FIRE PROTECTION DISTRICT, a fire protection district and political subdivision organized and existing under the laws of the State of Missouri, hereinafter referred to as “Fire District” and the City of Ladue, Missouri, a fourth class city organized and existing under the laws of the State of Missouri, hereinafter referred to as “City”.

## WITNESSETH:

WHEREAS, the provision of Section 70.210 through 70.320 RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, the provisions of Chapter 79 RSMo. authorize the City to maintain a fire department and Section 67.300 RSMo. authorizes the City to provide ambulance service; and

WHEREAS, the provisions of Sections 321.220, 321.223 and 321.600 RSMo. authorize Missouri fire protection districts to enter into contracts with municipalities for the operation of a common service relating to the control and prevention of fires; and

WHEREAS, personnel training is required of municipal employees to provide the level of service, education and specialized training necessary to provide quality and profession service; and

WHEREAS, the Fire District has facilities, training officers and programs available to administer specialized training to the City.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between the parties hereto as follows:

Section 1. Contract for Service. The City hereby contracts with the Fire District, upon the terms and conditions hereinafter set forth, for the Fire District to provide live fire training and evolutions at the West County fire training facility in accordance with NFPA 1403.

Section 2. Fire District Services Provided

- a) Fire District will provide mutually agreed upon access to the City's fire department for use of the live fire training facility located at 13790 Manchester Road, Manchester, Missouri 63011.
- b) Fire District will schedule and provide 18 hours per calendar year of fire training at the fire training facility for each of the City's three shifts of firefighters. The cumulative training provided to the City's fire department shall be a minimum of 54 hours as provided to the City's three (3) shifts.
- c) Fire District will provide training in accordance with criteria of the National Fire Protection Association (NFPA) 1403.
- d) Fire District will provide training utilizing the appropriate and approved Fire Ground Safety Initiative (FGSI) SOG's/POM.
- e) Fire District will provide the City's liaison with daily attendance records of those participating municipal employees.
- f) The Fire District will continually review training material and techniques and conduct semi-annual evaluation of the training program and curriculum.

Section 3. The City's Responsibilities

- a) Assign at least one liaison officer to administer and oversee the administration and participation of this agreement.
- b) All personnel and municipal employees assigned to the training program shall actively participate in the training evolutions and evaluations.
- c) The City shall maintain records and schedules to ensure City participants of the training program receive the appropriate hours of training as determined by the City.
- d) The City must maintain their own personnel training records.
- e) The City liaison shall attend the semi-annual meeting associated with the agreement and an annual curriculum review.

Section 4. General terms and fees.

The fee for training services as provided in this agreement are as follows:

2025 - Six Hundred Fifteen Dollars (\$615.00)

2026 – Six Hundred Forty Dollars (\$640.00)

2027 – Six Hundred Seventy Dollars (\$670.00)

per uniformed fire service personnel, per year. Administrative uniformed personnel are considered a participant in the program and shall be included in the fee. The Fire District will invoice the City in March of each year. Payments are due within thirty (30) days.

The City shall maintain all regular employee insurance on all participants in the training program, including, but not limited to workers compensation coverage. The Fire District shall maintain general liability coverage in such amounts no less than one million (\$1,000,000) dollars for personal injury and ten thousand (\$10,000) dollars for medical expense. Insurance coverage shall be applicable to the Fire District as a discharge of its professional duties.

The service agreement shall cover the period of January 1, 2025, through December 31, 2027. This agreement may be terminated without cause by either party at the end of any calendar year during the term of this agreement upon providing 45 days advance written notice to the other party. Upon such termination, the Fire District shall not have any obligation to provide training during subsequent years and the City shall have no further payment obligations hereunder.

The Fire District will not be responsible for the City's personnel training records.

This Agreement constitutes the entire agreement and understanding of the City and the Fire District with respect to the subject matter of this Agreement, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by the City and the Fire District.

This Agreement shall be construed in accordance with the laws of the State of Missouri.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

Nothing herein shall be deemed to waive the City's sovereign immunity.

This Agreement shall be deemed to create no third-party beneficiary rights.

Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between City and the Fire District.

Agreed and approved by the West County EMS & Fire Protection District this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Joseph Beckemeyer, Secretary  
Board of Directors

Agreed and approved by the City of Ladue this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Signed

---

Printed Name & Title